

**IN THE UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF NEW YORK**

ON-NET SURVEILLANCE SYSTEMS, INC.,)	
)	
Plaintiff,)	Case No. 1:15-CV-06653-JGK
)	
v.)	
)	
HAWK TECHNOLOGY SYSTEMS, LLC,)	
)	
Defendant.)	

**DECLARATION OF GADI PIRAN IN SUPPORT OF OPPOSITION
TO HAWK’S MOTION TO DISMISS AMENDED COMPLAINT**

I, Gadi Piran, hereby declare that:

1. I am the co-founder, President, and Chief Technology Officer of On-Net Surveillance Systems, Inc. (“OnSSI”).
2. I am over the age of 18. I have personal knowledge of the facts set forth below and, if called upon to do so could and would competently testify thereto.
3. OnSSI is a New York corporation founded in 2002 that develops, designs and licenses open platform IP video management and surveillance software, including software marketed under the trade name Ocularis (the “Ocularis Product”).
4. Hawk has filed eleven lawsuits against OnSSI’s customers asserting U.S. Patent No. RE43,462 (the ‘462 patent”).

5. Of OnSSI's eleven customers sued by Hawk, two have been sued in the federal courts in the state of New York.

6. OnSSI by itself and through its customers (including distributors, installers, dealers and integrators, including those located in New York) markets, distributes and/or licenses its products including the Ocularis Product to end users.

7. Ocularis 4.1 SP1 was released on December 18, 2014.

8. Ocularis 5.1 was released on September 29, 2015.

9. For certain of its customers located in New York, OnSSI has not disclaimed any warranty of infringement and has an existing obligation to indemnify such customers in connection with intellectual property infringement claims related to use of OnSSI products dating back prior to the expiration of the '462 patent, April 29, 2014.

10. In connection with OnSSI's indemnification obligations, OnSSI has received demands for indemnification from numerous customers in connection with lawsuits brought against them by Hawk.

11. In response to those indemnification demands, OnSSI has actually indemnified customers in connection with lawsuits brought against them by Hawk and related settlements and releases.

12. OnSSI received a formal tender of defense and demand for indemnity from CoxHealth ("Cox") on August 12, 2015 ("Cox Demand Letter"), prior to the August 21, 2015 filing of OnSSI's declaratory judgment action against Hawk.

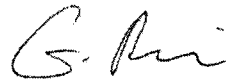
13. The Cox Demand Letter demanded indemnification from OnSSI in connection with a lawsuit brought by Hawk based upon Cox's use of the Ocularis Product.

14. The Cox Demand Letter was made based on OnSSI's indemnity and defense obligations arising under OnSSI's and its customers' relevant business arrangements and the Uniform Commercial Code.

15. On November 13, 2015, OnSSI responded to the Cox Demand Letter and agreed to indemnify Cox in full settlement of indemnification claims by Cox against OnSSI or any integrators, installers or dealers of OnSSI's products, in connection with Cox's settlement of its litigation with Hawk.

I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct.

Executed on February 9, 2016.



Gadi Piran